

FRAMEWORK AGREEMENT FOR VEHICLE HIRE SERVICES WITH FUEL & DRIVER

BETWEEN

Norwegian Refugee Council (NRC)

AND

XXXXX

**FRAMEWORK REFERENCE NO:
CON/SD/26/00X**

**TENDER REFERENCE NUMBER
ITB/SD/26/001**

**DURATION OF THE AGREEMENT
XXth XXX 202X – XXth XXX 2028**

FRAMEWORK AGREEMENT FOR THE VEHICLE HIRE SERVICES WITH FUEL AND DRIVER

Agreement Ref Number : FWA/SD/26/00X

Project code : SDFM2421/ XXX

This Agreement (hereinafter referred to as “**Agreement**”), together with the schedules and annexes attached hereto, is made and entered into on “**Effective Date**” by and between:

FIRST PARTY:

Name : XXX

Business registration : Limited liability Company Registered XX (XXX)

Address & contact : XXX

Represented by

Name : XXX

Mobile : +XXX (077) XXX

Email : XXX

Hereinafter referred to as the “**Company**”

SECOND PARTY:

Name : Norwegian Refugee Council ("NRC") in Sudan

Business registration : XXX

Address & contact : Block #4, Land #1, Egyptian Embassy St. Next to the Egyptian Embassy, Port Sudan

Represented by

Name : XXX

Mobile : XXX

Email : XXX

Hereinafter referred to as “**NRC**”

Individually referred to as (the “**Party**”) and collectively as (the “**Parties**”).

Preamble:

WHEREAS; NRC wishes to engage the Company to enter into a non-exclusive framework agreement for the Vehicle Hire Services inclusive of Fuel & Driver on the terms and conditions set forth in this Agreement as well as the Tender Ref No.: ITB/SD/26/001; dated 3rd August, 2026 hereinafter referred to as “**Tender**”.

AND WHEREAS; the Company represents that it has the qualifications, authorisations from relevant authorities, all necessary licenses under the law and regulations in force, the logistical capability, readiness, and willingness to do so on the terms and conditions herein;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 STATEMENT:

- 1.1 The Preamble of this Agreement, the signed Annexes, the schedules, and the “**Tender**” documentations shall constitute an integral and indivisible part of the Agreement and shall be read as a whole at all times.
- 1.2 The Parties hereby agree to carry out their respective responsibilities in accordance with the provisions of this Agreement and the following Annexes, which form an integral part of this Agreement:
 - Annex#01: Price schedule and delivery time
 - Annex#02: Declaration of Undertaking
 - Annex#03: Ethical Standards Declaration
- 1.3 With exception of the “**Tender**” documents, which shall be deemed an integral part of this Agreement together with the schedules and annexes attached hereto, this Agreement supersedes all prior oral and/or written communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Agreement. The Company hereby understands that the terms and conditions of the “**Tender**” documents shall apply to any matter not specifically provided for or governed under this Agreement and the schedules and annexes attached hereto.
- 1.4 During the course of the Agreement, and in case NRC is requested to sign any form of policy, application or deed on the basis that signing this document is required in order for the Company to deliver the agreed-upon services, the terms of this Agreement shall (without the need for any further reference) supersede and prevail over any conflicting terms and conditions included in any such policy, application or document.

2 EFFECTIVE DATES AND TERMS OF THE AGREEMENT

- 2.1 This Agreement shall remain valid, binding, and in full force and effect from **DD/MM/2026** (“**Effective Date**”) and for **2 (two) years** until the **DD/MM/2028** (“**End Date**”) thereafter unless terminated earlier in accordance with the provisions of this Agreement, Beyond this period, this Agreement shall only be renewed upon the mutual written consent of both parties in accordance with the provisions of [Article \(39\)](#).
- 2.2 During the term of this Agreement, NRC reserves the right to undertake a competitive bidding process in which the Company may participate in.

3 COMMUNICATION

- 3.1 Any notice, adjustment, approval, consent or other communication in relation to this Agreement must be in writing, signed, dated and marked to the representative of the Parties.

- 3.2 Any issues arising during this Agreement must be communicated in writing between the parties.
- 3.3 The language for official communication between the Parties shall be English.

4 AGREEMENT MANAGEMENT

- 4.1 The Company's contact person for the management of this Agreement is:

Name : XXX
Position : XXX
Mobile : XXX
E-mail : XXX
Address : XXX

- 4.2 The NRC contact for the management of this Agreement is:

Name : XXX XXX
Position : XXX XXX
Mobile : XXX XXX
E-mail : XXX XXX
Address : XXX XXX

- 4.3 The Parties hereby confirm the contact person mentioned above as the Agreement Management Contact ("**CMC**") responsible for all matters related to the administration and addressing any contractual issues arising from this Agreement. The CMCs shall be the sole points of contact and authorised representatives for their respective Parties regarding all such matters. Each Party shall promptly notify the other Party in writing of any changes to its CMC.
- 4.4 NRC shall designate, **in writing**, Focal Points ("**Focal Points**") responsible for providing daily updates and addressing operational issues related to this Agreement. The Focal Points shall act as NRC's primary contacts for the Company, and the Company shall only accept instructions and/or Purchase Orders from NRC's authorised focal points. NRC shall promptly notify the Company of the initial designation of its Focal Points, after the signature of this Agreement, and any subsequent changes thereto.
- 4.5 If NRC fails to designate Focal Points, or if all designated Focal Points become unavailable, then the NRC's designated CMC shall assume the responsibilities of the Focal Points until NRC designates new Focal Points.
- 4.6 The Company shall only accept instructions from NRC's authorised focal points designated by NRC.
- 4.7 The Parties are obliged to inform each other **immediately in writing** of any circumstances, security threats or incidents which may jeopardise or cause delays to the performance of the obligations of each Party under this Agreement.
- 4.8 This Framework Agreement (FWA) does not constitute a contract or purchase order (PO) in itself. Any purchase of services will be governed by an individual, legally binding Contract or Purchase Order to be executed pursuant to [Article \(7.1\)](#) hereof.

5 RESPONSIBILITIES BETWEEN PARTIES

A. RESPONSIBILITIES OF THE COMPANY

- 5.1 The Company shall, upon receipt of a valid purchase order as detailed in [Article \(7\)](#) and the terms and conditions of the Agreement (the "**Purchase Order**"), perform agreed-upon services or supply related

goods and fulfil all required requests as set out in the Purchase Order which shall be in accordance with the mentioned specifications, duration, quantities, qualities, and prices set out in **(Annex#01)**.

- 5.2 Subject to the written approval of the NRC and without prejudice to NRC right stated in [Article \(34\)](#) hereunder, if any of the services or related goods requested by NRC is not available at the date of placing the purchase order, the Company shall provide an alternative of the same or higher quality. Such alternative services or related goods shall remain subject to NRC's approval, and the final price and specifications of such alternative services or related goods shall be agreed upon in advance with NRC.
- 5.3 During the term of this Agreement, no change or update shall be made in the specifications or quality of the services without NRC's prior written consent.
- 5.4 In case the Company requests to update or change the services' specifications or quality, then the Company shall notify NRC at least **two weeks** in advance of such request. Such changes or updates will be included as addendums to this Agreement only if any such change or update is approved in advance by NRC at its sole discretion. In case the parties fail to reach a mutually acceptable agreement regarding any changes or updates in the services' specifications or quality, NRC has the right to terminate the Agreement, without the need to serve a notarial notice or obtain a judicial judgment, and without being liable to the Company for any compensation, reimbursement, or damages.
- 5.5 The Company, using due care and diligence, shall perform the service per the agreement documents, deliver them on schedule, perform any required installation (if any), and achieve substantial completion upon NRC's written acceptance, all in accordance with environmental regulations, health and safety standards, labour laws, good industry practices, applicable laws, and Agreement specifications.
- 5.6 The Company shall Implement and maintain appropriate quality control systems and promptly rectify any defects or non-conformities.
- 5.7 The Company shall obtain and maintain all necessary permits, licenses, and certifications required for the performance of the services and its obligations under this Agreement.
- 5.8 The Company shall provide technical support or training to NRC (or donated party), if applicable
- 5.9 The Company should provide **a One-year warranty/ technical support period for the XXX**
- 5.10 The Company shall bear all costs and expenses incurred by its workers in connection with the performance of this Agreement, including, but not limited to, transportation and offloading of related goods (if any), to and from the agreed-upon location specified in this Agreement.
- 5.11 The Company should be solely responsible for any damage caused by their workers or during the performance of this Agreement. NRC reserves the right to monitor the fixing process when applicable.
- 5.12 The Company must ensure relevant environmental, social, health and safety requirements are adhered to by all workers in accordance with the ESMP **(Annex#XX)** and NRC PSEA & Sexual Harassment Policy **(Annex#XX)**.
- 5.13 The Company XXX

B. RESPONSIBILITIES OF NRC

- 5.14 NRC shall supply all necessary information and written instructions for the Company to carry out the Agreement obligation properly.
- 5.15 For each Purchase Order issued under [Article \(7\)](#) of this Agreement, NRC shall, within a reasonable time after the Company has notified NRC of the delivery of the agreed-upon services (or any agreed-upon portion thereof), and before issuance of any **Goods/Service Receipt (GRN) or Certificate of Completion**

(COC) Document, inspect the services and reject or refuse any non-compliant services that do not conform to the Agreement.

- 5.16 For each Purchase Order issued under [Article \(7\)](#) of this Agreement, NRC shall promptly issue all required Goods/Service Receipt or Certificate of Completion Document, provided the services are satisfactory and compliant according to the specifications and terms defined by this Agreement.

6 DELIVERY SCHEDULE

- 6.1 The Company commits to deliver and perform the services, including ownership transfer (if any), within the period specified in **Annex#01** of this Agreement, **“Delivery time”**. It is understood by both parties that the **delivery timing will be counted from the date of signing the Purchase Order**. These delivery times shall not exceed those provided by the Company in their bid and in accordance with the agreed delivery times stated in this Agreement and confirmed in the respective Purchase Orders.
- 6.2 NRC will only accept responsibility for the services upon issuance of a signed **“Goods/Service Receipt (GRN) or Certificate of Completion (COC) Document”** confirming services received in the specified locations and signed by the delivering party, as defined in [Articles \(14\)](#) and [\(16\)](#).
- 6.3 NRC shall place a Purchase Order for the performance of the services to be ordered in accordance with [Article \(7\)](#) below, stating the required quantities, types, qualities, units, services, specifications, delivery timing and price. The Company shall source and deliver the required order to NRC as specified in the Purchase Order. If the Company then fails to meet the delivery date specified on the Purchase Order, NRC shall have the right, in addition to and without prejudice to any other rights set out in this Agreement, to apply penalties in accordance with [Article \(33\)](#) or terminate the Agreement, without the need to serve a notarial notice or obtain a judicial decision, and without being liable to the Company for any justification, compensation, reimbursement, or damages in accordance with [Article \(34\)](#).
- 6.4 All deliveries for the performance of the services shall be made to the NRC designated location(s), **with no minimum or maximum order value**. The Company acknowledges and undertakes that NRC shall be notified in writing of all deliveries in accordance with [Article \(13.3\)](#)
- 6.5 Partial deliveries are permitted unless both parties agree otherwise in writing. All specified services shall be delivered in full by the Purchase Order's Delivery Time.
- 6.6 Without prejudice to the provisions of [Article \(14\)](#), following receipt of the services and prior to or after the issuance of NRC Receipt Documents (GRN or COC), NRC representative may conduct an inspection of the services received to verify that they meet the quality, quantity, types, units, and the specifications set out in this Agreement as well as the Purchase Order. If during the inspection, the services are found to be of inferior quality, quantity and/or do not meet the agreed specifications and/or types and/or units, NRC shall inform the Company, and the Company shall be responsible for replacing them within a set timeframe determined by NRC.
- 6.7 Risk of damage to or loss of the services and/or the collected services that need(s) repair shall remain with the Company until the services are received by NRC Focal points in the specified location as stipulated in the Purchase Order in accordance with the specifications as set out in this Agreement and the Purchase Order.
- 6.8 Upon receipt of the required services, and in case the services received are satisfactory according to the quality, quantities, and specifications and all requirements set out in this Agreement and the Purchase Order, a signed and stamped **(GRN) or (COC) Document** as set out in [Article \(14\)](#) below will be issued by NRC Focal points and handed to the Company.

- 6.9 As further outlined in [Article \(17\)](#), The Company acknowledges that they shall be solely responsible for securing all necessary permits, approvals, licenses, and governmental authorisations for the performance of the Agreement. The time required to obtain these permits or approvals or licenses is considered part of the delivery time as outlined in [Sub-Article \(6.1\)](#) above. Should any application be denied, it is the Company's responsibility to find alternative solutions, subject to terms stated in [Sub-Article \(6.3\)](#).

7 PURCHASE ORDER

- 7.1 NRC has the option, but no obligation, to purchase services under this Agreement. Purchases will be evidenced by a Purchase Order specifying the required quantities, types, qualities, units, specifications, location and timing of delivery, price, and any other special terms and conditions.
- 7.2 The Parties agree that this Agreement does not create any obligation on NRC to issue any Purchase Orders. The NRC retains the sole discretion to determine whether and when to issue Purchase Orders under this Agreement.
- 7.3 The Parties agree that only the prices listed in **(Annex#01)** are applicable for each and every Purchase Order made by NRC to the Company. The Company has no right to request any adjustment to the prices listed in **(Annex#01)**. For avoidance of doubt, the Company shall maintain fixed prices, for all services specified in this Agreement and in **(Annex #1)** thereto during the term of this Agreement commencing from the Effective Date, and; thus, the price is not subject to any adjustments or revision because of price or currency fluctuations, without a duly signed amendment to this Agreement in accordance with [Article \(39\)](#).
- 7.4 The Parties acknowledge that the quantities of services listed in the **"Tender"** documents are estimates only, and do not create any obligation on NRC to purchase specific quantities during the duration of this Agreement. These estimated quantities are subject to change based on NRC's actual needs and requirements. Furthermore, this Agreement establishes no minimum or maximum purchase orders or purchase values for the NRC.
- 7.5 NRC will indicate on each Purchase Order whether sales tax is applicable to the order, depending on the donor funding the purchase.
- 7.6 Except as otherwise expressly provided in each Purchase Order, the terms and conditions of this Agreement shall apply to each Purchase Order as if they were fully incorporated in each Purchase Order.
- 7.7 No Purchase Order placed under this Agreement shall become effective until NRC has received from the Company written acceptance of the Purchase Order.
- 7.8 The Company agrees to confirm their written acceptance by signing and stamping the Purchase Order shared by NRC's focal Point of CMC and returning it to NRC either as a scanned copy by email or by hand to the NRC office within 2 working days from the day the Purchase Order is dispatched. In case NRC does not receive such Purchase Order within these 2 working days, NRC has the right to refuse such Purchase Order.

8 PAYMENT TERMS & SCHEDULE

- 8.1 NRC will execute **100% of the payments monthly** within **30 days** of receipt of the invoice.
- 8.2 The Service Provider shall submit to NRC an invoice upon delivery of the agreed items, and **"Goods/Service Receipt (GRN) or Certificate of Completion (COC) Document"** issued by NRC shall accompany this invoice as evidence that the items being delivered to NRC for payment.

- 8.3 NRC shall pay the Service Provider by (bank transfer/cheque) of receipt of an approved invoice and all documents in good order. All invoices must clearly indicate the Service Provider's bank and bank account number. An approved invoice shall mean the Service Provider's invoice is accompanied by a signed and stamped copy of the Receipt document as outlined in [Article \(14\)](#).
- 8.4 For international payments, NRC follows the European Union's standard of sharing bank fees between sender and receiver. All charges from the receiving bank will have to be covered by the Service Provider (receiver).
- 8.5 NRC will not cover the bank fees charged by its bank nor any other fees such as the intermediary bank fees and/ or the recipient bank fees. If any, these should be covered by the Service Provider.
- 8.6 Payments due to the Service Provider shall be made to the following bank account provided by the Service Provider:

Beneficiary Name	:	XXXXX
Beneficiary Account No.	:	XXXXX
Beneficiary Bank	:	XXXXX
Bank Branch	:	XXXXX
SWIFT	:	XXXXXX
IBAN	:	XXXXXX
Bank address	:	XXXXXX

- 8.7 Delays in bank transfers due to compliance investigations are not the responsibility of NRC. NRC must at all times comply with rules and regulations for international transfers.
- 8.8 NRC shall be authorised to deduct from each invoice the applicable withholding tax as may be levied from time to time under the applicable tax legislation in **Sudan**, and pay such withholding directly to the tax department. Proof of payment will be provided to the Service Provider upon request.
- 8.9 Notwithstanding anything to the contrary, payment by NRC shall not in itself constitute acceptance of the Services by NRC.

9 WARRANTY

- 9.1 The Company warrants that the services furnished under this Agreement conform to the agreed specifications and are free from damages and defects.
- 9.2 The Company acknowledges that the services delivered under this Agreement shall carry a defect liability warranty of **XX years** commencing from the date of signing the GRN or COC document (the "**Warranty Period**").
- 9.3 If any latent defects occur during the Warranty Period, NRC or NRC beneficiary shall notify the Company of such defect(s). If the Company fails to remedy defects or damage within the time stipulated in the notification, NRC or NRC beneficiary may replace the defective services or carry out the repairs itself or employ someone else to carry them out, in which case the costs incurred by NRC will be deducted from the amounts due to, or from guarantees held against the Company.

10 BANK GUARANTEE

- 10.1 Upon signing this Agreement, the Company shall provide NRC with an irrevocable and unconditional Letter of Guarantee at a value of **10% of the contract value valid for 24 Months** for the due and faithful performance by the Company of all its liabilities and responsibilities under this Agreement. In case of an amendment of this Agreement, resulting in extending the Agreement, the Company shall submit the performance guarantee to cover the increased period accordingly.

- 10.2 In case the Bank Guarantee is not delivered to NRC in accordance with this Article, NRC has the right not to sign the Agreement or in case the Agreement has already been signed, then NRC shall be entitled to terminate this Agreement by immediate written notice and without the need to serve a notarial notice or obtain a court order.

11 NON-EXCLUSIVITY

- 11.1 Entering into this Agreement shall not withhold NRC from signing other framework agreements or from entering into any other contractual agreements for the same purpose or services mentioned or listed in this Agreement during the term of this Agreement, including but not limited to service agreements and supply agreements. NRC retains its right to enter into such agreements without the consent, approval, or notification of the Company.
- 11.2 NRC's exercise of its right to enter into other framework agreements or other contractual agreements with other parties shall have no effect on this Agreement, neither shall it invalidate nor terminate this Agreement.

12 TRANSPARENCY

- 12.1 The Parties agree that any payments related to this transaction shall be open and transparent.

13 NOTIFY PARTIES

- 13.1 The Company shall notify NRC's Focal points or CMC of all deliveries in advance to allow relevant people to be available to check services. Failure to notify NRC may result in a delay in receiving items, the cost of which will be borne by the Company.
- 13.2 NRC reserves the right solely to extend this Agreement at the same terms and conditions for a period of up to an **additional one (1) year**. NRC shall notify the Company in writing of such an extension one month before the expiration of the Agreement with the same conditions, and the Company shall notify NRC of its acceptance in writing **within two weeks**.
- 13.3 Any additions or modifications to this Agreement shall be made in writing and signed by both Parties in accordance with [Article \(39\)](#).

14 RECEIPT OF SERVICES

- 14.1 Subject to [Article \(8\)](#) and [Article \(9\)](#) above, NRC requires official documentation to record all receipts of services. The Company may choose to prepare a Delivery Note but will also be required to sign an internal documentation referred to as a "**Goods/Service Receipt (GRN) or Certificate of Completion (COC) Document**" confirming services received. In the event of any discrepancy or dispute, the "GRN or COC" shall govern and have precedence. To receive payment, the Company must attach a copy of the signed GRN or COC to any invoice submitted. Notwithstanding anything to the contrary, receipt of the services shall not in itself constitute acceptance of the services by NRC.

15 LEGAL STATUS

- 15.1 The Company shall be considered as having the legal status of an independent Company vis-à-vis NRC. The Company, its personnel and/or employees and/or sub-Service/ Contractor Providers shall not be considered in any respect as employees of NRC. The Company shall be fully responsible for all work performed by its employees and sub- Contractors, and for all acts and omissions of such employees or sub- Contractors.
- 15.2 The Company shall be responsible for complying with any legal obligation's incumbent on it, its personnel and/or employees, volunteers and its sub-contractors.

- 15.3 The Company certifies that it recognises and accepts that NRC's donors, only finance projects of the NRC subject to their own conditions which are set out in the agreements between the donor and NRC, and which benefit directly or indirectly NRC. As a matter of consequence, no legal relationship exists between NRC's donors and our company, joint venture or our suppliers, Companies, sub-contractors, consultants, or sub-consultants under this Agreement. NRC retains exclusive responsibility for the preparation and implementation of the procurement/tender process and the performance of the Agreement

16 INSPECTION

- 16.1 NRC is obliged to ensure that its procurement decisions are clearly justified and documented and kept within Donors' mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NRC, the Donor or any organisation or person mandated by it, to the premises belonging to NRC or its companies. The right to access shall include all documents and information necessary to assess or audit the implementation of the Agreement.
- 16.2 The duly accredited representatives of NRC shall have the right to inspect the services under this Agreement prior to delivery, at the Company's premises, and upon arrival at the delivery location in order to confirm that the services conform to applicable specifications or other requirements of the Agreement. All reasonable facilities and assistance shall be furnished to NRC or its designated inspection agents at no additional expense. Any delay by NRC to inspect the services shall not relieve the Company of any of its warranties or the performance of any obligations under this Agreement.
- 16.3 NRC also has the right to perform or to request any third party to conduct any inspection of the services received by NRC. NRC has the right to reject any services that do not meet the specifications or standards set out in this Agreement and to request that the Company, within (7) days following receipt of a notice from NRC of such rejection, to (i) provide a full refund of the price of the rejected services, in conjunction with the return of such services; (ii) replace the services with services of equal or better quality; and (iii) pay all costs relating to the repair or return of the defective services as well as the costs relating to the storage of any such defective services and for the delivery of any replacement services to NRC. Further, in case of failure by the Company to provide for timely replacement of any rejected services, the Company confirms that NRC shall be entitled, in addition to but without prejudice to any other rights set out in this Agreement, to dispose without any prior notice the rejected services and to charge back to Company all costs associated therewith. The foregoing remedies set out in paragraph above shall be without prejudice to NRC's right to apply penalties in accordance with [Article \(33\)](#) and terminate the Agreement in accordance with [Article \(34\)](#). Any inspection carried out by representatives of NRC or any third parties or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Agreement concerning obligations to be assumed and performed by the Company, such as specifications.
- 16.4 Inspection is at NRC's cost. If, however, an inspection must be repeated due to the Company's default, or for the Company's convenience, the cost of the second and any subsequent inspections for the same order (or lot, if part inspection) will be charged to the Company by the inspection Company.

17 LICENCE, PERMITS, APPROVALS

- 17.1 The Company shall bear sole responsibility for securing all necessary permits, approvals, licenses, and governmental authorisations for the performance of the services under this Agreement. NRC may, at its sole discretion, offer assistance, but this shall not diminish the Company's primary obligation.
- 17.2 The time required to obtain these permits or approvals is considered part of the overall delivery timeline specified in [Sub-Article \(6.1\)](#) above. Any extensions to the deadline due to permits, approvals, licenses, and governmental authorisations delays will be evaluated and granted at NRC's sole discretion upon receiving valid documentation from the Company.
- 17.3 In the event any application for a permit, approval, license, or governmental authorisation is denied, the Company is solely responsible for finding and implementing alternative solutions within the

parameters outlined in [Sub-Article \(6.3\)](#). NRC will not be held liable for any delays or additional costs arising from denied applications.

18 REJECTION

- 18.1 Without prejudice to the provisions of [Sub-Article \(6.6\)](#), [Article \(14\)](#) and [Article \(16\)](#), NRC shall have the right to reject the services or related goods or any part thereof if they do not conform to the agreed specifications as stipulated in this Agreement and/or the annexes thereto and the Purchase Order(s). NRC shall also be entitled to subject its acceptance of the services to completion of certain pre-approval tests or other requirements. In no case shall NRC be obligated to accept any services unless and until NRC has had a reasonable opportunity to inspect the services following delivery. The services shall not be deemed accepted unless and until NRC provides such written acceptance.

19 DEFAULT

- 19.1 In case of default by the Company, including, but not limited to, failure to deliver the required services, or refusal to make deliveries within the limit specified or replace any defective component, within the contractually specified “**Delivery time**”, NRC may source services from alternative Company, and hold the Company responsible for any excess cost occasioned, thereby in addition to and without prejudice to any other rights set out in this Agreement, to apply penalties in accordance with [Article \(33\)](#) or terminate the Agreement (in whole or in part of any part thereof) in accordance with [Article \(34\)](#) without the need to serve a notarial notice or obtain a judicial judgement, and without being liable to the Company for any compensation, reimbursement, or damages. Or, NRC may, by written notice, terminate the right of the Company to proceed with part or parts of the deliveries as to which there has been default.

20 PACKING

- 20.1 The Company acknowledges and agrees that in the event the services entail the delivery of physical items, the Company shall ensure their packaging conforms to recognised industry standards for exporting goods of the type specified in this Agreement, including any annexes thereto. This packaging will be of sufficient quality to protect the goods throughout transit until their safe delivery. The Company further acknowledges and agrees that, subject to the provisions of [Sub-Article \(6.7\)](#), [Article \(16\)](#) and [Article \(18\)](#), the Company shall bear liability for any damage or loss arising from inadequate or faulty packaging or any damage or loss incurred during shipment. Moreover, The Company shall bear sole responsibility for any delays in the performance of the Service caused by inadequate or faulty packaging of the deliverables. This includes, but is not limited to, incurring any additional costs or expenses arising from such delays. Should any delay in the service's completion occur due to the Company's inadequate packaging, such a delay shall not be considered a force majeure event under this Agreement.

21 LIABILITY

- 21.1 The Company, its personnel and/or employees, volunteers, its sub-contractor and personnel shall under no circumstances be considered as employees or agents of NRC.
- 21.2 The Company accepts full responsibility and liability for the acts or omissions of its personnel, agents, sub-contractors and/or volunteers.
- 21.3 The Company shall be liable for all risks in respect of its property, any vehicles, machinery and equipment used for the execution of the Agreement.

- 21.4 The Company shall be liable for all appropriate workmen's compensation with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Agreement. Such liability shall include the sub-contractor appointed by the Company.
- 21.5 The Company shall be liable to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of any items/ execution of this Agreement or the operation of any equipment owned or leased by the Company, its employees or sub-contractors performing any services in connection with this Agreement.
- 21.6 NRC cannot under any circumstances or for any reason whatsoever be held liable for damage caused by or to the staff or property of the Company or its sub-contractors while the performance of the services is being carried out, and NRC will, therefore, not accept any claim for compensation of damages or interest, or increases in payment resulting from such damage or injury.

22 INSURANCE

- 22.1 The Company shall provide and thereafter maintain for the duration of this Agreement and any extension thereof all the Company's workmen's liability insurances, including appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this Agreement as per the laws of **Sudan**.

23 OBLIGATIONS

- 23.1 The Company shall neither seek nor accept instructions from any authority other than NRC's Focal Points or CMC or its authorized representatives as outlined in [Article \(4\)](#). The Company may not communicate and/or provide, at any time, any other person, government or authority other than NRC any information of whatever nature relating wholly or partly to NRC known to them by reason of their association with the NRC which has not been made public or any documents obtained by the Company in whichever form, except in the course of their duties or by authorisation of the NRC: nor shall Company at any time use such information and/or documentations to private advantage. These obligations do not lapse upon termination/expiration of their agreement with NRC.

24 ASSIGNMENTS

- 24.1 The Company shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof or of any of the Company's rights, claims or obligations under this Agreement except with the prior written consent of NRC.

25 SUB-CONTRACTING

- 25.1 In the event the Company requires the services of a sub-contractor, the Company must obtain **prior written approval from NRC** and ensure that the sub-contractor implements all the contractual obligations and requirements under this Agreement and its annexes, including the implementation of the Purchase Orders and project ESMP/ESCAP/Key consideration documents and NRC PSEA & Sexual Harassment Policy (if any and annexed to this Agreement). The Company shall be fully responsible for all services performed or related supplied goods by its sub-contractors and for all acts and omissions of such sub-contractors. The approval of a sub-contractor by NRC shall not relieve the Company of any of its obligations under this Agreement. The terms of any sub-contract shall be subject to and conform with the provisions of this Agreement.
- 25.2 The mitigation measures, responsibilities, and monitoring requirements need to be further conveyed to any sub-contractors engaged by the Company and/or any suppliers associated with their operations. It is the responsibility of the Company that every worker and sub-contractor need to be aware of the content of the ESMP/ESCAP and the specific responsibilities under it.

25.3 NRC shall have the right to terminate the Agreement if the Company and/or any of its sub-contractors breach its obligations under this Agreement, including the provision with regard to [Articles \(27\)](#) and [\(28\)](#), without the need for any official legal notarial notice or obtaining a judicial decision.

26 DATA PROTECTION AND SECURITY

26.1 The Parties shall comply with all relevant Data Protection Legislation and any applicable legislation when processing Personal Data under this Agreement and shall implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. If the processing of Personal Data is a requirement under this Agreement, the Company shall sign a data processing/data sharing agreement, which will be annexed to this Agreement.

27 OFFICIALS NOT TO BENEFIT

27.1 The Company represents and warrants that no official or employees of NRC has been, or shall be, offered by the Company any direct or indirect benefit arising from this Agreement or the award thereof; breach of this provision is grounds for immediate termination, and allows NRC (in addition to termination this Agreement) to press criminal charges against the Company and the benefited official or employee.

28 CONFLICT OF INTEREST

28.1 The Company must notify NRC if there is a potential conflict of interest with any NRC staff prior to signing this Agreement. Any Company failing to do so, and later found to have a conflict of interest, will result in future bidding restrictions or other NRC-imposed sanctions, in addition to termination of this Agreement as well as claim damages.

29 ETHICAL STANDARDS AND GOOD PRACTICE

29.1 The Ethical Standards Declaration is an integral part of this Agreement and is binding. It is the responsibility of the Company to ensure that its legal representatives, employees, sub-contractors, and other agents are aware of and in compliance with the standards. Any breach of the declarations contained therein by the Company or any party constituting the organisation, including employees and sub-contractors, shall entitle NRC to terminate this Agreement immediately without sending any notice or obtaining a judicial decision and at no cost to NRC.

29.2 In the event of an investigation into allegations or concerns of corruption or protection, the Company is expected to cooperate fully and confidentially.

29.3 In carrying out activities under this Agreement, the Company must not engage in transactions with, or provide resources or support to any individual or entity that is subject to sanctions administered by the European Union, the United Nations, or the United States. Any violation of this clause or providing goods/materials that are not eligible may be grounds for agreement termination.

29.4 The Company shall comply with and promote fundamental human rights and decent working conditions enshrined in the Covenant on Economic, Cultural and Social Rights and the Covenant on Civil and Political Rights, and the ILO Declaration on fundamental principles and rights at work.

29.5 The Company shall ensure that the Company and any sub-contractor and supplier comply with the above-mentioned.

30 INTELLECTUAL PROPERTY INFRINGEMENT

30.1 The Company warrants that the use or supply by NRC of the services delivered under this Agreement does not infringe on any patent, design, tradename or trademark. The Company shall, pursuant to this warranty, indemnify, defend and hold NRC and their donors harmless from any actions or claims

brought against NRC or their donors pertaining to the alleged infringement of a patent, design, tradename or trademark arising in connection under this Agreement.

31 TITLE RIGHTS

- 31.1 NRC shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Company. At the request of NRC, the Company shall take all necessary steps, execute all necessary documents and assist in securing such property rights in compliance with the requirements of the applicable law.
- 31.2 Should the Company request to utilise any equipment or supplies provided by NRC during the term of this Agreement, all equipment and supplies provided by NRC remain their property. The Company shall return such equipment and supplies to NRC at the conclusion of the Agreement or upon NRC's written request, whichever is earlier. The Company shall bear full responsibility for the equipment and supplies' condition throughout the possession period. Normal wear and tears are excepted. However, the Company shall be liable for any loss, damage, or misuse beyond normal wear and tear. This liability includes the cost of repair, replacement, or, at NRC's sole discretion, payment of the equipment and supplies' fair market value.

32 USE OF NAME, EMBLEM OR OFFICIAL SEAL AND RESULTS

- 32.1 Unless authorised in writing by NRC, the Company shall not advertise or otherwise make public the fact that they are a Company to NRC or use the name, emblem or official seal of NRC or any form of the name of The Norwegian Refugee Council, Flyktninghjelpen or NRC for advertising purposes or for any other purposes.
- 32.2 NRC is obliged to ensure that its procurement decisions are clearly justified and documented and within the Donor's mandatory principles. In that regard, full and on-the-spot access must be granted to representatives by the NRC or the Donor to premises belonging to the NRC or its Company's. The right to access must include all documents and information necessary to assess or audit the implementation of the Agreement.
- 32.3 The Company grants NRC and NRC's donors at no additional charge, the right to publish, on an annual basis on its internet site, the following information: title of the Agreement/Project, nature and purpose of the Agreement/Project, name and locality of the Company and amount of the Agreement/Project in accordance with the applicable data protection laws.
- 32.4 The Company grants the NRC and NRC's donors, the right to use, share, publish, duplicate, to quote free of charge the results of the project, including reports and documents relating to it.

33 LIQUIDATED DAMAGES/PENALTIES

- 33.1 Without prejudice to the provisions of [Article \(8\)](#) and [Article \(16\)](#) above, if the Company **Breach of any Environmental & Social (E&S) obligations under this Agreement and/or Failure to deliver within the agreed timeframe outlined in this Agreement.** The Company shall be subject, without notice, to an assessment of liquidated damages equivalent to **[0.002]** of the total value of the Agreement per day or any part thereof until the requirements are met. NRC has the right to deduct this amount from the Company's outstanding invoices, if any. This remedy is without prejudice to any other compensation, remedies, reimbursement, or damages available to NRC, including termination of Agreement, cancellation, for the Company's non-performance, breach or violation of any term or condition of the Agreement. Acceptance of services or related goods that are late shall not be deemed a waiver of NRC's rights to hold the Company liable for any loss and/or damage resulting there-from, nor shall it act as a

modification of the Company's obligation to make future deliveries in accordance with the completion date stipulated in this Agreement. If the Company continues failing to comply, it may lead to the termination of the Agreement as set out in [Article \(34\)](#). The Company hereby acknowledges that the amount of liquidated damages provided for herein represents a fair and equitable remedy and compensation for the loss and damage that will be incurred by NRC as a result of Company's failure to deliver the services within the timeframe or adherence to E&S obligations specified herein. The Company accordingly waives the right to object to, or otherwise request the adjustment of, the amount of delay penalties before any entity or forum on the basis that it is unjust, excessive or otherwise.

33.2 The payment or deduction of such penalty shall not relieve the Company of their obligation to complete the performance of the services or from any of their obligations and liabilities under this Agreement.

34 TERMINATION

34.1 Without prejudice to the provisions of [Article \(6\)](#), [Article \(8\)](#) and [Article \(16\)](#) above, NRC may terminate this Agreement, without the need to serve a notarial notice or obtain a judicial judgement, for its own convenience at any time on **30 calendar days'** written notice to the Company, with no need to determine and/or state the reasons of termination in such notice. NRC will pay the Company for the part of the order that is timely delivered and accepted by NRC by the date of termination as set out in [Sub-article 34.3](#) below.

34.2 Without prejudice to any rights, compensation, remedies, reimbursement, or damages available to the NRC, the Agreement may be terminated, by immediate notice, without the need to serve a notarial notice or obtain a judicial judgment, and without paying compensation of any kind, where the Company:

- a) fails, to fulfil any of the obligation's incumbent on it under this Agreement and, after being given written notice to comply with those obligations, still fails to do so within 7 days;
- b) Is bankrupt or being wound up, is having its affairs administered by the courts, has suspended business activities, or is in any analogous situation;
- c) engages in any act of fraud or corruption or is convicted of or involved in a criminal organisation or any other illegal conduct or activity detrimental to NRC's interests: this also applies to any sub-contractors;

34.3 Upon termination the Company will be entitled, except in the case of termination in accordance with [34.2 a\) – c\)](#), to be paid for the order satisfactorily delivered and accepted by NRC as of the date of termination, and the Company shall not be entitled to any other or further payment, or any damages for termination hereunder.

34.4 Prior to, or instead of, terminating the Agreement as provided for in this Article, NRC may suspend payments as a precautionary measure without prior notice.

35 FORCE MAJEURE

35.1 Force Majeure shall mean any circumstance beyond the reasonable control of the party affected, including, without limitation, acts of nature, war, revolution, insurrection, or other acts of a similar nature or force which prevents or significantly delays the performance of any obligation under the Agreement to such an extent that the objectives and activates of the Agreement become, or are reasonably likely to become, impossible to achieve.

35.2 As soon as possible after the occurrence of a Force Majeure type situation; and latest within ten **calendar (10) days**, the Company shall give notice and full particulars in writing to NRC of such Force Majeure. If the Company is thereby unable, wholly or in part, to perform their obligations and meet his

responsibilities under this Agreement, NRC shall then have the right to cancel the Agreement by giving, in writing, **seven (7) calendar days'** notice of termination. If the Agreement is terminated due to force majeure, the Company shall be entitled to be paid for the part of the Agreement satisfactorily delivered by the date of the termination. The Company shall not be entitled to payment for other costs or damages.

36 TAX EXEMPTION

- 36.1 NRC will inform the Company of any tax exemption, otherwise NRC shall be authorized to deduct from each invoice the applicable withholding tax as may be levied from time to time under the applicable tax legislation in Sudan and pay such withholding directly to the Income and Sales Tax Department. Proof of payment will be provided to the Company upon request.

37 INDEMNIFICATION

- 37.1 The Company agrees to indemnify, and hold NRC harmless and defend at its own expense NRC, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising therefrom, with respect to, arising from or attributable to acts or omissions of the Company or its employees or sub-Companies or their employees in or relating to the performance of this Agreement. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability and workmen's compensation.
- 37.2 NRC will promptly notify the Company of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably cooperate with the Company, at the Company's expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of NRC.
- 37.3 The Company shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with NRC against any monies due or to become due for any work done or materials furnished under this Agreement, or by reason of any other claim or demand against the Company.

38 DISPUTES – ARBITRATION - GOVERNING LAW

- 38.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of the Agreement.
- 38.2 In the event that the Parties are unable to resolve the dispute, they shall commit to submitting their dispute final to arbitration in accordance with the UNCITRAL rules.
- 38.3 The Agreement shall be construed and enforced in accordance with general principles of commercial law of **Sudan**.

39 AMENDMENTS

- 39.1 No change in or modification of this Agreement agreed upon service, price or time shall be accepted or paid for unless it has been agreed in writing between the Parties and incorporated into this Agreement by an amendment duly signed by the authorized representatives of the Parties.

40 REIMBURSEMENT

- 40.1 If the Company is requested to make any reimbursements, guarantees or insurance payments to NRC under the terms of this Agreement, then the proportion of the reimbursement or payment that relates to part of this Agreement, shall be made for the account of The Norwegian Refugee Council-NRC (project-executing agency/purchaser). If any, the Bank details are to be provided separately.

41 NOTICE

41.1 Service of any notice shall be deemed to be good if sent by registered mail to the addresses of both parties, set out in the heading of this Agreement; or delivered by hand or email address to the persons (CMC) mentioned in [Article 4](#) (with proof of reception) for both parties.

42 ENVIRONMENT AND SOCIAL MANAGEMENT COMPLIANCE

42.1 The Company shall at all times carry out its business and operations in compliance with all applicable national environmental, occupational health & safety, and social laws and regulations.

42.2 The Company shall be responsible for the preparation, implementation, and operation of the Project in compliance with World Bank environmental and social standards and the World Bank Group General and sector-specific Environmental, Health, and Safety (EHS) Guidelines that will be outlined in the ESMP/ESCOP docs (if applicable and annexed).

43 OVERRIDING CLAUSE

43.1 In the event of any conflict or inconsistencies between the clauses in this Agreement or any other document attached which forms part of the Agreement, this main Agreement document shall prevail.

44 ACCEPTANCE AND ACKNOWLEDGEMENT

44.1 The Parties hereby accept the terms and conditions of this Agreement and its integral annexes and schedules.

Agreed between:

NRC REPRESENTATIVE

Name :

Title :

Date :

Signature :

COMPANY REPRESENTATIVE

Name :

Title :

Date :

Signature :

Annex 1: Price List

Annex 2

Ethical Standards Declaration for all Supply, Service and Works Contractors

We, the undersigned, ('we', 'our' or 'us'), **CONSIDERING THAT:**

FIRST, we are bidding for, or entering into, a contract with the Norwegian Refugee Council (NRC) to supply goods, services or works to NRC ('the Contract').

SECOND, we understand that as a humanitarian organisation, NRC expects its suppliers and contractors to have high ethical standards.

THIRD, we understand that NRC, therefore, needs us to confirm that we adhere to the required ethical standards ('the ethical standards') by signing this Declaration ('the Declaration').

FORTH, we acknowledge that, by agreeing to this Declaration, we have read and understood NRC's Conflict of Interest Policy ('the Policy') through the link included in this Declaration, which is incorporated herein and constitutes an integral and indivisible part hereof.

THEREFORE, we **DO HEREBY DECLARE** as follows:

1. Declaration concerning compliance with applicable laws and these ethical standards

We declare that we shall:

- a. Meet the ethical standards in this Declaration ('ethical standards')
- b. Ensure that any party representing us, including but not limited to:
 - board members
 - directors
 - employees
 - contractors or sub-contractors, and their employees
 - consultants and sub-consultants, and their employees;
 - other legal representatives

('our Representatives') are aware of and comply with these ethical standards. In the event that we, or our Representatives, do not meet the ethical standards at present, we shall:

- a. Explain to NRC in what way we do not currently meet the ethical standards
- b. Agree a plan and timeline with NRC to implement changes that allow us to meet the ethical standards
- c. Provide regular updates to NRC on the implementation plan.

2. Declaration concerning status

We hereby declare that neither we, nor to the best of our knowledge, our Representatives, are in any of the following situations:

- 2.1. Have made an offer, payment, consideration or benefit of any kind, which constitutes illegal or corrupt practice, directly or indirectly, as an inducement or reward in relation to the tendering, awarding or execution of the Contract.
- 2.2. Are involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity
- 2.3. Are insolvent, in receivership, bankrupt, or being wound up
- 2.4. Have suspended activities
- 2.5. Are subject to legal proceedings related to 2.1
- 2.6. Have at any time been found guilty and sentenced by a court, whether in the country of employment or abroad, for a criminal offence in respect of children or vulnerable adults.
- 2.7. Are engaged in:
 - terrorism or the material support of terrorism
 - the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof
 - the sale or manufacture, either directly or indirectly, of weapons
 - the production of alcohol, tobacco, or pornography.

3. Declaration concerning Conflicts of Interest

We declare that neither we nor, to the best of our knowledge, our Representatives have an undisclosed conflict of interest with NRC, in accordance with [NRC's Conflict of Interest Policy \(the Policy\)](#).

Where any potential conflict of interest exists between our Representatives and NRC or any NRC staff member, we shall notify NRC in writing of the potential conflict using [Form F in the Policy](#). We understand that the Policy and the Form are available on [NRC's website](#) or that we can contact the NRC Procurement focal point, as mentioned in the tender documentation. NRC shall then determine whether action is required.

A conflict of interest can be due to a relationship with an NRC staff member such as family or friends. We understand that if we fail to report a potential conflict of interest and are later found to have a conflict of interest, we may be removed from the NRC vendor database.

4. Declaration concerning compliance with national law

We declare that we and, to the best of our knowledge, our Representatives:

- 4.1. Comply with all applicable laws and regulations in effect in the country or countries where the Contract will be carried out.
- 4.2. Comply with all applicable export laws concerning the country or countries where the Contract will be carried out.
- 4.3. are registered with the relevant government authority with regard to taxation for the duration of the Contract.
- 4.4. pay taxes according to all applicable national laws and regulations for the duration of the Contract.

5. Declaration concerning compliance with labour standards

We declare that we and, to the best of our knowledge, our Representatives:

We declare that we and, to the best of our knowledge, our Representatives comply with applicable national labour law standards and the International Labour Organisation Declaration on Fundamental Principles and Rights at Work.

Specifically, we declare that we and, to the best of our knowledge, our Representatives comply with the following minimum labour standards:

5.1. Working Conditions

- a. All workers receive a contract of employment that is written in a language they understand.
- b. All workers are free to leave after giving reasonable notice.
- c. All workers have the right to join or form trade unions of their own choosing and to bargain collectively.
- d. No worker is required to lodge 'deposits' or identity papers or immigration documents in order to obtain employment.

5.2. Wages and benefits

- a. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages are always sufficient to meet basic needs.
- b. No deductions from wages are made as a disciplinary measure.

5.3. Working time

- a. Working hours comply with national laws and benchmark industry standards, whichever affords greater protection, whenever possible, working hours do not exceed 48 hours per week (8 hours per day).
- b. Workers are provided with at least one day off for every 7-day period.

5.4. Health and Safety

- a. Steps are taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- b. Workers receive regular and documented health and safety training, and such training is repeated for new workers.
- c. Workers have access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage are provided.
- d. Accommodation, where provided, is clean, safe and adequately ventilated.

5.5. Discrimination and abuse

- a. No worker is forced, bonded or an involuntary prison worker.
- b. There is no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- c. Measures are in place to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- d. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, are prohibited.

5.6. Persons under 18

- a. No persons under the age of 18 shall be engaged in work which is hazardous to their health or safety, including night work.
- b. The working hours and nature of work of any worker who is under the age of 18 shall not interfere with their opportunity to complete his or her education.

6. Declaration concerning the environmental standards

We declare that we and, to the best of our knowledge, our Representatives comply with applicable national environmental law standards and with international environmental standards, to the greatest extent possible.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 6.1. We respect national and international environmental legislation and regulation.
- 6.2. We ensure that the production and extraction of raw materials for production do not contribute to the destruction of the resources and income base for marginalised populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
- 6.3. We take environmental measures into consideration throughout the production and distribution chain, ranging from the production of raw materials to the consumer sales. This includes reasonable steps to minimise negative environmental impacts (e.g. emissions, water usage, waste) and to use - where possible - sustainable resources. Local, regional and global environmental aspects shall be considered. The local environment at the production site will not be exploited or degraded by pollution and waste.
- 6.4. We carefully manage hazardous chemicals and other substances in accordance with documented safety procedures.

7. Declaration concerning protection from sexual exploitation and abuse

We and, to the best of our knowledge, our Representatives comply with international standards related to protection from sexual exploitation and abuse (PSEA) and sexual harassment.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 7.1. We take sexual misconduct seriously and ensure that any employee found to have carried out sexual misconduct will be subject to disciplinary action.
- 7.2. We will ensure, that none of our employees engage in any sexual activity with persons (adult or child) in relation with this Contract regardless of the age of majority or consent locally.
- 7.3. We will ensure that none of our employees produce, procure, distribute or use sexually explicit material in any activities under the Contract or on any sites used under the Contract.
- 7.4. We will ensure that none of our employees will exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour. This prohibition extends to any use of sex trade workers. If any sexual misconduct is found to have taken place, such employees face disciplinary action.
- 7.5. We shall report any incident or complaint of sexual misconduct or child abuse related to the activities carried out under the Contract through NRC's PSEA and Safeguarding Unit at psea@nrc.no.
- 7.6. We shall report any known or reported sexual relationship between our employees and NRC staff to NRC.

8. Declaration concerning protection of children

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. We commit to upholding international and national laws and policies regarding child safeguarding.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 8.1. We support and protect the complainant, survivors and witnesses of any raised incidents or complaints of sexual misconduct or child abuse.
- 8.2. We will ensure, that our employees will not abuse or exploit children or act in a manner that may place a child at risk of harm.
- 8.3. We will ensure that our employees are not left alone with children.

- 8.4. We will ensure our employees will not ask children for personal contact details without a valid reason to do so.
- 8.5. We listen, to the best of our ability, to children's views and opinions and treat boys and girls in a manner that is respectful of their rights and dignity during the performance of the Contract.
- 8.6. We shall report any suspicion of child safeguarding concerns through the Complaints and Feedback Mechanism, provided by the NRC contract focal point and at psea@nrc.no.

9. Declaration concerning anti-human trafficking

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in trafficking in persons as defined in the Protocol to Prevent, Suppress and Punish Trafficking in Persons or the UN Convention against Transnational Organized Crime.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 9.1. We do not solicit persons for the purpose of employment, or offer employment by means of materially false or fraudulent pretences, representations, or promises.
- 9.2. We do not charge employees recruitment fees.
- 9.3. We do not provide or arrange housing for employees that does not meet host country housing and safety standards.
- 9.4. We commit to report any suspected violations of this clause to NRC immediately.
- 9.5. We commit to make our Representatives aware of the trafficking related prohibitions outlined above and share the Global Human Trafficking Hotline Information with them (1-844-888-FREE, help@befree.org).

10. General

We understand that:

- 10.1. The Declaration will be kept on file for a period of 10 years.
- 10.2. The Declaration will be updated every year or more often as appropriate.
- 10.3. We must inform NRC immediately in the event that there is a change to the Declaration.
- 10.4. NRC may perform checks to verify that the ethical standards are adhered to and shall be granted reasonable access to our premises and to our documentation, computer systems etc, in order to be allowed to do so.
- 10.5. In the event that NRC deems that we fail to meet or are not taking appropriate steps to meet, the ethical standards, NRC may immediately terminate any and all contracts and agreements we have with them and at no cost to NRC.

11. Requirement to notify NRC

We shall immediately notify NRC through the Complaints and Feedback Mechanism, provided by the NRC contract focal point if:

- 11.1. Any allegations of alleged corruption, sexual exploitation or abuse, or child abuse are made against us or, to the best of our knowledge, our Representatives, during the Contract, whether relating to the Contract or not.
- 11.2. Any allegations are made, or any changes occur, in relation to any of the declarations made herein.

Signed on our behalf as follows:

NAME OF SUPPLIER/COMPANY :

NAME OF REPRESENTATIVE :

SIGNATURE :

DATE :

COMPANY STAMP :

Annex 03

Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")¹

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);*
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in EU COM Annex countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Annex 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debar> or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);* or

¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

² The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation³ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in

³ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name : _____ In the capacity of : _____

Duly empowered to sign in the name and on behalf of⁴ : _____

Signature : _____ Dated : _____

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Company Name : _____

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

(Place)

(Date)

(Name of the Service Provider)

Signature and Stamp